

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

OCEAN SERVICES, LLC	*	
	*	
Plaintiff,	*	ADMIRALTY
	*	Rule 9(h)
v.	*	
	*	
DEEP MARINE TECHNOLOGIES	*	CASE NO. 4:09-cv-01481
	*	
Defendant	*	
	*	

FIRST AMENDED ORIGINAL COMPLAINT

Plaintiff, Ocean Services, LLC, submits the following First Amended Original Complaint and would respectfully show as follows:

I. THE PARTIES

1. Plaintiff, Ocean Services, LLC, is a company existing under the laws of a state other than Texas and maintains its principal place of business in Seattle, Washington.

2. Defendant, Deep Marine Technologies, Inc. (“DMT”), is a corporation organized and existing under law and which maintains its principal place of business in Houston, Texas. DMT provides subsea services to the offshore oil and gas industry. DMT may be served by and through its registered agent for service of process, John Hudgens, located at 20411 Imperial Valley Drive, Houston, Texas 77086.

II. JURISDICTION AND VENUE

3. This is an action for breach of charter. This Court therefore has admiralty and maritime jurisdiction pursuant to 28 U.S.C. § 1333. Alternatively, diversity jurisdiction exists pursuant to 28 U.S.C. § 1332.

4. Venue is proper in this matter pursuant to 28 U.S.C. § 1391(b), in that DMT is found within this District.

III. FACTUAL BACKGROUND

5. Ocean Services, L.L.C. (“Ocean Services”), as owners, and Deep Marine Technologies, Inc. (“DMT”), as charterer, entered into a Master Time Charter for the OCEAN PIONEER on a SUPPLYTIME 89 form.

6. The Master Time Charter commenced on December 27, 2006 and was terminated on December 27, 2008.

7. DMT also executed an Irrevocable Assignment of Receivables in favor of Ocean Services under which any hire paid by Capital Signal Company, a subcharterer, would be paid directly to Ocean Services.

8. During the term of the charter, Ocean Services provided the OCEAN PIONEER to DMT and routinely invoiced DMT for sums due to Ocean Services under the charter.

9. DMT paid Ocean Services charter hire and other sums due under the charter until November 2008, when DMT wrongfully refused to pay Ocean Services charter hire and other sums due to Ocean Service under the charter arising out of DMT’s charter of the OCEAN PIONEER.

10. On February 9, 2009, Ocean Services, through counsel, made a demand on DMT for the outstanding charges owed by DMT to Ocean Services. This amount totaled \$635,484.38, exclusive of costs, interest and attorneys’ fees.

11. After receipt of Ocean Services’s demand letter, DMT tendered a partial payment of \$164,875.84. DMT has refused to pay the balance owed to Ocean Services, which amounts to \$370,630.54, exclusive of attorneys’ fees, interest and costs.

12. Despite amicable demand, DMT has refused to pay the outstanding sums owed to Ocean Services.

IV. CAUSE OF ACTION FOR BREACH OF CHARTER

13. There is no basis under the Master Time Charter for DMT's failure to pay charter hire and other expenses incurred by Ocean Services on behalf of DMT.

14. DMT has therefore breached the terms of the Master Time Charter.

15. Accordingly, DMT should be held liable to Ocean Services for damages that currently stand at \$370,630.54.

16. DMT should also be liable to Ocean Services for interest, attorneys' fees and costs.

WHEREFORE, Plaintiff, Ocean Services, LLC, prays that should there be judgment in favor of Plaintiff, Ocean Services, LLC, and against Deep Marine Technologies, Inc., that Deep Marine Technologies, Inc., be found liable for any and all damages that flow from Deep Marine Technologies, Inc.'s breach of charter, including, but not limited to outstanding charter hire, attorneys' fees, costs, and interest. Plaintiff also prays for such other and further relief to which it may be justly entitled.

Date: May 18, 2009

Respectfully submitted,

LEGGE, FARROW, KIMMITT, McGRATH & BROWN, L.L.P.

/s/ Chris J. McGrath

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